

## INSURANCE TERMS AND CONDITIONS

Geek Squad is the brand/product name (Used under licence from Best Buy Ltd) for Carphone Warehouse Insurance and Technical Support protection plans. When **you** take out **your** Geek Squad product, **you** enter into two agreements: one with **Aviva** for **your** insurance policy and one with **Carphone Warehouse** for Geek Squad Technical Support. If your insurance policy terminates or is cancelled, for any reason set out in these terms and conditions, the Technical Support agreement will automatically terminate at the same time.

### INTRODUCTION

These are the terms and conditions of **your** Geek Squad Insurance. **We**, Aviva Insurance Limited, underwrite this policy. These terms and conditions give **you** full details of what is covered, what is not covered and the limits and conditions that apply.

Whilst **Carphone Warehouse** have chosen **us** to be the insurer of this policy, and **we** will remain liable to **you** under these terms and conditions, members of The Carphone Warehouse Group will help **us** administer **your** policy and deal with claims.

If **you** need to make any changes to **your** policy, make a claim or just have a question, please call Geek Squad Support on 1800 806 200 or email [GeekSquadSupport-cpw-ie@cpwplc.com](mailto:GeekSquadSupport-cpw-ie@cpwplc.com). Please ensure **you** include **your** policy number on all correspondence.

### THE CONTRACT OF INSURANCE

1. These terms and conditions and **your certificate** form the contract of insurance between **you** and **us**. Please read them and keep them safe.
2. In return for **you** paying **your premiums**, **we** will provide the cover shown in these terms and conditions for **your device** during the period of cover.
3. **Our** provision of cover under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions set out in the contract of insurance.

### POLICY DEFINITIONS

Some of the words and phrases in this policy have specific meanings. When the words and phrases are printed in **bold**, these specific meanings apply, rather than their usual, everyday meanings.

#### Accessories

Any standard accessories which are supplied along with **your device** by the manufacturer and any additional item(s), purchased from **Carphone Warehouse** to be used specifically with **your device**;

#### Breakdown

Failure of **your device** to operate due to an internal electrical or mechanical fault happening after the date the manufacturer's warranty expires;

#### Carphone Warehouse

The Carphone Warehouse Limited Ireland, a company registered in Ireland under company number 237397 with registered office at 39/40 Upper Mount Street, Dublin 2 and Head Office at Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9;

#### Certificate

The Geek Squad Certificate issued by Geek Squad on behalf of **Aviva** which forms part of **your** policy;

#### Damage

Accidental damage, including liquid and screen damage, caused by a sudden and unexpected event, or malicious damage caused by someone other than a **user**, that affects how the **device** works;

#### Device

The item covered by **your** policy as described on **your certificate**;

**Incident**

The single circumstance which causes a claim for **damage**, theft, **loss** or **breakdown** to be made under **your** policy;

**Loss or Lost**

The accidental loss of the **device** by the **user**;

**Network provider**

The company to which **your device** is connected and that **you** pay for network services;

**Other relevant authority**

Any authority with the jurisdiction to handle reports of **lost** or stolen property where the Gardai Siochana do not have jurisdiction;

**Premium(s)**

The sum(s) payable by **you**, for the cover provided under **your policy**, as set out in **your certificate**;

**Unauthorised Use**

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent following theft or **loss of your device**;

**User**

**You** or any person known to **you** who has been given **your** permission to use the **device** and who is using it at the time of the incident leading to a claim;

**We, Us, Our, Aviva**

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH and any agent **we** appoint. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

**You, Your**

The person or company whose name appears on the **certificate**.

**ELIGIBILITY**

To be eligible for Geek Squad Insurance, **you** must:

- a. be resident in The Republic of Ireland; and
- b. be aged 18 years or over.

In the case of a business, the registered office or principal place of business must be situated in The Republic of Ireland.

**COVER**

**Period of Cover**

1. Cover for **damage**, theft and **loss** will begin on **your** policy start date, which is shown on **your certificate**. Cover for **breakdown** will begin when **your** manufacturer's warranty expires.
2. If **you** pay **your premium** annually, cover continues for a period of 12 months from the date **your** policy started. **You** will have the option to renew **your** policy on each anniversary of this date, subject to a maximum term of 5 years, unless it is cancelled by **you** or **us** before then.
3. If **you** pay **your premiums** monthly, **your** policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by **you** or **us** before then.
4. If **we** replace **your phone**, cover will continue on the same basis as prior to the replacement.

**Device**

1. **Your device** is insured against **damage**, theft, **loss** and **breakdown** whilst **your** policy is in force, subject to the terms and conditions of this policy.
2. Where **damage** or **breakdown** is covered, **we** will repair **your device**, unless where in **our** opinion it is beyond economical repair, in which case **we** will replace **your device**. Where theft or **loss** is covered **we** will replace **your device**. See the 'Claims' section for full details.

**Accessories**

1. **We** will replace **your accessories** if:
  - a. **we** replace your **device** and the **accessories** were **damaged**, stolen or **lost** in the same **incident** as the **device**; or
  - b. **we** replace **your device** with a different make or model and this means that **you** can no longer use your existing accessories.

2. Before **we** can replace **your accessories** you must provide **us** with proof of purchase for them. **We** will replace **your accessories** up to a limit of €300 per claim.

### What is Not Covered

1. Any claim for **damage** caused by general wear and tear;
2. Cosmetic damage such as dents, scratches or any other type of damage that does not affect how the **device** works;
3. Any claim for **breakdown** or **damage** due to:
  - a. failure to follow the manufacturer's instructions and/or installation guide;
  - b. non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
  - c. use of accessories which are not approved by the manufacturer of the **device**;
  - d. faults in any external electrical supply/connection;
  - e. maintenance, repairs and/or any process of cleaning and/or restoring (unless **we** carried out the repair or restoration as a consequence of a claim which **you** made under this policy);
  - f. cosmetic enhancements, eg gold plating;
  - g. any issue that is covered under the manufacturer or Geek Squad warranty;
4. Any claim for theft from an unattended vehicle unless:
  - a. the **device** has been placed out of view in one of the vehicle's closed storage compartments; and
  - b. the vehicle was securely locked, but broken into by using force and/or violence;
5. Any claim for theft or **loss** that occurs whilst the **user** has deliberately left the **device** unattended and unsecured.  
By unattended, **we** mean the **device** is left, out of arm's reach, with no one known to the **user** paying attention to, looking after or watching the **device**.  
By unsecured **we** mean the **device** is left in a place where it can be easily picked up by a person the **user** does not know, without them having to use force and/or violence, except:-
  - a. where the **device** is in the private residence of the **user** or somebody known to the **user**, whilst the **user** is also present in that private residence at the time; or
  - b. where the **device** is in the workplace of the **user** and the **user** has taken reasonable steps to ensure the **device** is not in plain sight;
6. Anything mentioned in the General Exclusions section.

### Unauthorised Use

If **your device** is **lost** or stolen, and **your** claim for this **loss** or theft is accepted by **us**, **we** will cover the costs of any **unauthorised use** subject to a limit of €2,500. This limit includes any taxes or charges made by **your network provider**.

For **us** to pay any **unauthorised use** costs **you** must:

1. notify **your network provider** of the **loss** or theft within 24 hours of discovering it. (They will block **your** SIM card so it can no longer be used); and
2. provide **us** with:
  - a. an itemised bill from **your network provider** which clearly shows the **unauthorised use** and the costs incurred on **your** pay monthly contract. **We** may also request previous itemised bills from **you**; or
  - b. if **you** have a pay as **you** go arrangement, **you** must provide evidence from **your network provider** of the credit available at the time of the **loss** or theft, or proof of **your** most recent top ups.

### Worldwide Cover

This policy provides the same level of cover wherever the **user** is in the world provided they have not been outside of The Republic of Ireland for more than 60 consecutive days. If an **incident** occurs while the **user** is abroad, **we** will not repair or replace **your phone** until the **user** returns to The Republic of Ireland.

### EXCESS

**We** will not pay the first part of any claim for **damage**, theft or **loss**. This is known as the excess and **we** will collect it from **you** before replacing the **device**, or after repairing it. The excess for each successful claim is shown on **your certificate**. There is no excess to be paid on a claim for **breakdown**.

### GENERAL EXCLUSIONS

**These exclusions apply to the whole policy**

This policy does not provide cover for:

1. Any **incident** that occurred before the start date of this policy;
2. Any claim resulting from a manufacturer's defect or recall of the **device**;
3. Any loss arising as a result of being unable to use the **device** or any loss that is not the direct result of the insured **incident** itself;
4. Any costs associated with cleaning, servicing, inspection or any adjustments of the **device**, intended by the manufacturer to be routinely carried out by **you** or anyone else and specified as being such in the manufacturer's instructions and/or installation guide;
5. Any claim if the **device** has been modified with technical enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the **device** has been modified cosmetically, the **device** will be covered but not the cosmetic enhancements;
6. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
7. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
8. Any claim where **you** are not a resident of The Republic of Ireland at the time the **incident** occurred;
9. Any **incident** caused by a government or other authority confiscating **your device**;
10. Any financial loss resulting from **your device** being used without **your** consent to access **your** bank account, mobile wallet or similar, and/or make purchases, unless the loss is specifically covered under the **Unauthorised Use** section;
11. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - a. War:  
Any war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b. Terrorism:  
Any act or acts including but not limited to:
    1. the use or threat of force and/or violence; and/or
    2. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;  
caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or claimed to be caused or occasioned in whole or in part for such purposes; and/or
  - c. Any action taken in controlling, preventing, suppressing or in any way relating to war or terrorism;
12. Any **incident** caused intentionally by **you** or any other **user** of **your device**;

## GENERAL CONDITIONS

### These conditions apply to the whole policy

1. The policy is not transferable to any other person.
2. **Aviva** and the **user** must adhere to the terms of the policy. If the **user** does not adhere to the terms of the policy **you** may not be covered.
3. The **user** must take reasonable care to protect **your device** and its **accessories** from being **damaged**, stolen or **lost**.
4. The **user** must use and maintain **your device** and **accessories** in line with the manufacturer's instructions.
5. **You** must pay **your premiums** on time.
6. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, **we** are entitled to approach that insurer for a contribution towards the claim.

## CLAIMS

### Making a claim.

We settle all valid claims by replacing or repairing **your device**. **You** must follow the procedure shown below when making a claim. If **you** do not adhere to this procedure **you** may not be covered or the cover **you** receive may be limited.

1. If **your device** has been lost or stolen, **you** must report it to the Gardai Siochana or **other relevant authority** upon discovering such **loss** or theft and request a written or stamped confirmation before **your** claim is submitted. **You** will be

required to provide this documentation to substantiate **your** claim. If the Gardai Siochana or **other relevant authority** cannot issue any documentation, please call **us** on 1800 806 200.

2. If **your device** has been **lost** or stolen **we** advise that **you** report this to the **network provider**. To make a claim for **unauthorised use**, **you** must notify **your network provider** within 24 hours of discovering the **loss** or theft.
3. For **damage** and **breakdown** claims, if **your device** is security protected, **you** will need to remove this protection before **we** can process **your** claim e.g. Activation Lock on iPhones.
4. **You** must make the claim within 60 days of discovering the **damage**, theft, **loss** or **breakdown**.
5. To submit a claim for **damage** or **breakdown**, please bring **your device** to a **Carphone Warehouse** store so that the **device** can be assessed and, where appropriate, replacement or repair can be arranged. Alternatively if **you** are unable to bring the **device** into store please call **us** on 1800 806 200.
6. To submit a claim for theft or **loss** **you** can call into any **Carphone Warehouse** store, email [GeekSquadSupport-cpw-ie@cpwplc.com](mailto:GeekSquadSupport-cpw-ie@cpwplc.com) or call 1800 806 200. **You** will need to provide **your** name, address, date of birth and the policy number shown on **your certificate**.

## Handling Claims

All claims are handled as follows:

1. **We** settle claims by providing **you** with a replacement **device** or repairing **your device**. If we replace **your device**, where possible, we will replace it with the same make and model as **your** original **device**. If this is not possible, **we** will provide an alternative replacement **device** that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will be different, but the replacement will be of a similar specification to **your** original **device**.
2. Our replacement **devices** are refurbished models. The remaining period of any existing manufacturer's warranty on **your** original **device** will be transferred to the replacement **device**. If there are less than 90 days left on **your** existing manufacturer's warranty, Geek Squad will supply **you** with a new 90-day warranty.
3. We will try and ensure that **you** keep **your** existing telephone number, but if this is not possible because of the network provider or any other reason beyond **our** control, **your** replacement **device** will be connected to a new telephone number.
4. Where **we** have replaced **your device**, the original **device** will become **our** property. Where a **lost** or stolen **device** is subsequently recovered, **you** may keep the replacement **device** **we** provided **you** with, but the recovered **device** must be returned to **us**. To arrange this please call **us** on 1800 806 200 or email [GeekSquadSupport-cpw-ie@cpwplc.com](mailto:GeekSquadSupport-cpw-ie@cpwplc.com).

## CANCELLATION

### Cancellation of Your Policy by You

1. **You** may cancel **your** policy at any time. If **you** cancel within the first 14 days **you** will receive a complete refund on **premiums** paid (unless **you** have made a claim).
2. If **you** have made a claim or if **you** wish to cancel after the first 14 days, and have paid an annual **premium**, **you** will be entitled to a proportionate refund, calculated on the number of unexpired, whole months remaining on **your** policy. If **you** pay monthly **premiums**, **you** will not be entitled to any refund and will be covered up until the end of the month covered by **your** final payment.
3. If **you** cancel **your** policy and pay **premiums** by Direct Debit, **you** will need to ask **your** bank to cancel this instruction.
4. **You** can cancel **your** policy by calling 1800 806 200 or by writing to **us** at Geek Squad Support, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9; or email [GeekSquadSupport-cpw-ie@cpwplc.com](mailto:GeekSquadSupport-cpw-ie@cpwplc.com) notifying **us** of **your** wish to cancel.
5. **Your** policy cannot be cancelled in a **Carphone Warehouse** store.
6. **You** must cancel **your** policy if **you** no longer wish to insure the **device** described on **your certificate**.
7. **You** must notify Geek Squad Support of any change to the **device** to be insured. Please refer to the 'Changes We Need To Know About' section for full details.

### Cancellation of Your Policy by Us

1. If **you** pay **your premiums** monthly, **you** must pay **your premiums** on time (General Condition 5). If a **premium** is not paid on time, **we** will notify **you** of this, and if the payment is not received within 14 days,

either by **our** second attempt to take the payment, or **you** making the payment by alternative means, **your** policy will be cancelled from the date the **premium** was due without the need for **us** to give any further notice to **you**. At **our** discretion, **we** may, following a request from **you**, allow this policy to resume where payment has been made after such a 14 day period, but **we** are under no obligation to do so.

2. **We** may also cancel this policy in the following circumstances:
  - a. If **you** withhold information, give or use false information, or give incomplete information that **we** have requested during a claim, **we** may decline the claim and may cancel the policy immediately. This could result in **you** losing all entitlements and benefits under this policy and where **your** actions are deliberate or reckless **you** will not be entitled to a refund.
  - b. If **you** use **your** device to commit a crime or to allow any crime to take place, **we** will cancel it immediately with no refund of **premium**.
  - c. If **you** fail to tell us that **you** are no longer resident of The Republic of Ireland or no longer own the **device** shown on **your** certificate, in accordance with the 'Changes We Need To Know About' section, **your** policy will be cancelled with effect from the date that **we** became aware of such change and where a monthly **premium** is paid after this date, it will be refunded. If **you** pay **your** **premium** annually **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.
  - d. We will monitor your claims during the life of **your** policy and if at any time **we** consider that the circumstances and number of claims submitted suggest that **you** are consistently failing to take reasonable care to protect **your** device from **damage** or **loss** (General Condition 3), **we** may cancel **your** policy by providing **you** with at least 1 month's written notice.
  - e. If **we** replace **your** device following a claim, **we** may, after considering **your** previous claims history, decide that **we** are not willing to continue providing cover in respect of the replacement **device**. If this happens **we** will cancel **your** policy by providing you with at least 1 month's notice. **We** will not collect any further **premiums** following such notice.
3. If **we** cancel **your** policy for the reasons mentioned above and **you** pay monthly **premiums**, **you** will not be entitled to any refund.
4. Except where it is stated otherwise, if **we** cancel **your** policy and **you** pay **your** **premium** annually **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.

## **FRAUD**

If **we** have reasonable grounds to believe that **your** claim is in any way dishonest or exaggerated **we** may cancel **your** policy immediately and not pay any benefit or return any **premium** to **you**. **We** may also take legal action against **you**.

## **CHANGES TO THIS AGREEMENT**

### **Changes We Need To Know About.**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out **your** policy and when **you** make changes to **your** policy. **You** must tell **us** about the following changes:

- a. **you** change **your** device or **your** device has been replaced under **your** manufacturer's warranty;
- b. **you** sell **your** device or transfer ownership to another person;
- c. **you** change **your** address; and/or
- d. **you** change **your** bank details.

Please also advise **us** if **you**:

- a. change **your** mobile phone number and/or SIM; and/or
- b. cancel **your** airtime contract with **your** network provider. Please note **your** policy will not cancel automatically when **you** cancel **your** airtime contract with **your** network provider.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** insurance, for example, whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or **premium** being applied to the policy. If **you** do not inform **us** about a change if may affect any claim **you** make.

If the information provided by **you** is not complete and accurate **we** may:

- a. revise the **premium**; and/or
- b. cancel **your** policy immediately; and/or
- c. refuse to pay a claim.

## Changes We May Make To This Agreement

1. If **you** have paid **premium** for a full year in advance then **we** may propose changes to **your** policy at the time of renewal of **your** policy, including changes to **your premium** and/or terms and conditions of insurance.
2. If **you** pay **your premium** monthly we may:
  - a. after taking a fair and reasonable view and no more than once in any 6 month period, make changes to **your premium**, policy cover and/or terms and conditions of insurance, to reflect changes in **our** expectations of the future cost of providing cover.  
**Your premiums**, may go up or down but will not recoup past expenses. When making such changes **we** will only consider one or more of the following:
    1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
    2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
    3. Widely available economic information such as inflation rates and interest rates; and/or
    4. The cost of administering **your** policy.

Any change made under this section will be notified to **you** in writing at least 30 days in advance.

- b. at any time make changes to:
  1. **your premiums** and/or policy cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your** policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
  2. **your** policy cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply; and/or
  3. **your** policy cover and/or terms and conditions of insurance, in order to make them clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

Any change made under this section will be notified to **you** in writing at least 30 days in advance. There is no minimum period between changes **we** make under this section.

3. **You** are free to cancel **your** policy in accordance with the 'Cancellation of **Your** Policy by **You**' section at any time, including following notification of any such change.

## General Information

### Choice of Law

The law of The Republic of Ireland will apply to the contract unless **you** and **we** agree otherwise.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Data Protection – Privacy Notice

### Personal Information

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include **Carphone Warehouse Limited** who are responsible for the sale and distribution of the product and any applicable reinsurers.

The Insurer collects and uses personal information about **you** so that **we** can provide **you** with a policy that suits **your** insurance needs. This notice explains the most important aspects of how **we** use **your** information but **you** can get more information about the terms **we** use and view **our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to **us** at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD, United Kingdom.

### Personal information we collect and how we use it

The Insurer will use **your** personal information:

- to provide **you** with insurance: **we** need this to decide if **we** can offer insurance to **you** and if so on what terms and also to administer **your** policy, handle any claims and manage any renewal
- to support legitimate interests that **we** have as a business: **we** need this to manage arrangements **we** have with reinsurers, for the detection and prevention of fraud and to help **us** better understand **our** customers and improve **our** customer engagement (this includes customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: **we** need this to meet compliance requirements with **our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **we** may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about **you**, **we** may also use personal information about other people, for example family members **you** wish to insure on a policy. If **you** are providing information about another person **we** expect **you** to ensure that they know **you** are doing so and are content with their information being provided to **us**. **You** might find it helpful to show them this privacy notice and if they have any concerns please contact **us** in one of the ways described below.

The personal information **we** collect and use will include name, address, date of birth, contact and financial information. If a claim is made **we** will also collect personal information about the claim from **you** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **you**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, **we** will ask for consent to collect and use this information.

If **we** need **your** consent to use personal information, **we** will make this clear to **you** when **you** complete an application or submit a claim. If **you** give **us** consent to using personal information, **you** are free to withdraw this at any time by contacting **us** – refer to the “Contacting **us**” details below. Please note that if consent to use information is withdrawn **we** may not be able to continue to provide the policy or process claims and **we** may need to cancel the policy.

Of course, **you** don’t have to provide **us** with any personal information, but if **you** don’t provide the information **we** need **we** may not be able to proceed with **your** application or any claim **you** make.

Some of the information **we** collect as part of this application may be provided to **us** by a third party. This may include information already held about **you** within the Aviva group, including details from previous quotes and claims, information **we** obtain from publicly available records, **our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### **Credit Reference Agency Searches**

To ensure the insurer has the necessary facts to assess **your** insurance risk, verify **your** identity, help prevent fraud and provide **you** with **our** best premium and payment options, the insurer may need to obtain information relating to **you** at quotation, renewal and in certain circumstances where policy amendments are requested. The insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, country court judgments, bankruptcy orders or repossessions. Similar checks may be made when assessing claims,

The identity of **our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### **Automated decision making**

**We** carry out automated decision making to decide whether **we** can provide insurance to **you** and on what terms. In particular, **we** use an automated underwriting engine to process the personal information **you** provide as part of this application process. This will include information such as **your**, age, address and details of the device **you** wish to insure. The automated engine may validate the information **you** provide against other records **we** hold about **you** in **our** systems and third party databases, including public databases. **We** may also supplement the information **you** provide **us** with information from third parties (including Dixons Carphone) who can provide more information about **your** property. **We** do this to calculate the insurance risk and how much the cover will cost **you**. Without this information **we** are unable to provide a price that is relevant to **your** individual circumstances and needs. **We** regularly check the way **our** underwriting engine works to ensure **we** are being fair to **our** customers. After the automatic decision has been made, **you** have the right to speak to someone who may review the decision and provide a more detailed explanation. If **you** wish to invoke this right please contact **us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).

### **How we share your personal information with others**



**We** may share **your** personal information:

- with the Aviva group, **our** agents and third parties who provide services to **us** and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **us** administer **our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **we** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to **Aviva** and for each other. Reinsurers will use **your** data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep **your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **we** share information with may be located outside of the European Economic Area (“EEA”).

**We’ll** always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **your** privacy rights. For more information on this please see **our** Privacy Policy or contact **us**.

#### **How long we keep your personal information for**

**We** will keep **your** information for as long as **you** are a customer. **We** maintain a retention policy to ensure **we** only keep personal information for as long as **we** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **your** insurance and deal with claims and queries on **your** policy. **We** may also need to keep information after **our** relationship with **you** has ended, for example to ensure **we** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **we** are required to do so for legal, regulatory or tax purposes.

#### **Your rights**

**You** have various rights in relation to **your** personal information, including the right to request access to **your** personal information, correct any mistakes on **our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **you**, and data portability. For more details in relation to **your** rights, including how to exercise them, please see **our** full privacy policy or contact **us** – refer to the “Contacting **us**” details below.

#### **Contacting us**

If **you** have any questions about how **we** use personal information, or if **you** want to exercise **your** rights stated above, please contact **our** Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH, United Kingdom.

Or contact Carphone Warehouse Limited by either emailing them at 1800 806 200 or writing to them at the Data Protection Controller, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9.

If **you** have a complaint or concern about how **we** use **your** personal information, please contact **us** in the first instance and **we** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

#### **Telephone Call Recording and Charges**

1. For our joint protection telephone calls may be recorded and/or monitored.
2. Calls to our 1800 numbers are free from both fixed and mobile lines.

#### **Complaints:**

**We** aim to give excellent service to all **our** customers but **we** recognise that sometimes things can go wrong. If **you** are not happy with any aspect of the handling of your insurance and **you** wish to make a formal complaint then **you** can contact **us** by calling 1800 806 200, by emailing [GeekSquadSupport-cpw-ie@cpwplc.com](mailto:GeekSquadSupport-cpw-ie@cpwplc.com), or by letter addressed to **Geek Squad Support, The Carphone Warehouse, Omni Park Shopping Centre, 3rd Floor Office Suite, Santry, Dublin 9**. **You** must always make sure to quote **your** name and address and the policy number shown on **your** certificate of insurance. **We** will do **our** best to resolve the complaint straight away; however, if this is not possible **we** will send a written acknowledgement to **you** within five working days. **We** will then investigate the complaint and respond as quickly as possible, providing a full written response. If,

having reached the end of **our** internal complaints procedure **you** feel the complaint has not been resolved **you** can contact the Financial Services Ombudsman Bureau by calling +353 1 662 0899 (national call rate) or, 1890 88 20 90 (charged per minute, normally at local call rates for fixed line providers. Rates from mobile phones may vary), online at [www.financialombudsman.ie](http://www.financialombudsman.ie), or by writing to The Financial Services Ombudsman Bureau, 3rd Floor Lincoln Court, Lincoln Place, Dublin 2 for all sales related complaints. For claim related complaints **you** must contact The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. telephone +44 20 79640500 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). (Please check with your network provider for call charges).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

#### **Financial Services Compensation Scheme**

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.